

AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and Innovative Resource Group LLC d/b/a APS Healthcare Midwest (APS) (hereafter called the "Contractor") that the contract on the subject of personal services for health and disease management services for the State's Chronic Care Management Program, including Intervention Services and Assessment Administration, effective June 15, 2007, is hereby amended effective March 20, 2015, as follows:

- 1. By deleting Section 3 (Maximum Amount) on page 1 of 45 of the base agreement, as previously amended, and substituting in lieu thereof the following Section 3:**

3. Maximum Amount. In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$23,803,334.

- 2. By deleting Section 4 (Contract Term) on page 1 of 45 of the base agreement, as previously amended, and substituting in lieu thereof the following Section 4:**

4. Contract Term. The period of the Contractor's performance shall begin on June 15, 2007 and end on December 31, 2015.

- 3. By deleting Section 7 (Cancellation) on page 1 of 45 of the base agreement, as previously amended, and substituting in lieu thereof the following Section 7:**

7. Cancellation. This contract may not be canceled without cause prior to December 31, 2015.

- 4. By replacing the end of Attachment A (Specifications of Work to Be Performed), beginning on page 5 of 45 of the base agreement, "Transition Work" as inserted into the agreement within Amendments 4 and 6 and substituting in lieu thereof the following "Transition Work" paragraph:**

Transition Work:

In partnership with the State, the Contractor shall participate in the transition services described below (the "Transition Services") for the provision of services under the VCCI program at no additional charge to the State. The period during which Contractor provides such Transition Services shall be deemed to be the "Transition Period." The Contractor shall design a transition plan that will allow the Contractor to transfer data collected since 2007 from the Contractor to a newly awarded Care Management and Supplemental Services Entity. Data shall include data files, scripts, data dictionaries, reports and other work products to transfer historic program data to allow the state to provide continuity of VCCI business operations.

The Contractor shall provide the following Transition Services. All data described below shall cover the period from July 1, 2007 (except as otherwise specifically set forth below) to the end of the term of the Agreement and the parties shall mutually agree on the number of files necessary to cover this period. Required data collection and associated work products shall consist of the following

1. Data files including member name, ID number, most recent acuity and Total Risk Score ("TRS") with DMID dates
2. Member outreach/interaction data file consisting of Member name, ID number, contact date and note;
3. Data file containing Member name, ID number, episode ID, screening date, open date, closed date, closed reason and case duration;
4. Data file consisting of Member name, ID number, most recent provider ID, provider name, create date and PCP indicator;
5. Data files consisting of member name, member ID and (a) Plan of Care problems, create date and status; (b) goals, create date and status;
6. Assessment data file by member name and member ID containing the following elements: type of assessment, date completed, text of questions and text of answers;
7. Case Duration by Acuity Report (commencing in 2009);
8. VCCI Cumulative Unique Members Report by year;
9. All member level detail associated with each case/episode including bio-medical data, letters, consents and medical records uploaded;
10. VCCI brochure template and logos; and
11. Provider presentations, attendance sheets, local HSA data, provider outreach tracking report and provider lists from October, 2013 to present.

It is the data contained in numbers 1-11 above that the Contractor will transfer to the State in an agreed upon format and to a mutually agreeable secure site in accordance with an approved transition plan developed jointly by the parties. Additional data file requests will be mutually agreed upon by the State and the Contractor.

The Parties agree to meet in person and negotiate in good faith regarding the provisions in the transition plan.

The transition plan shall include all of the following:

- a) A timetable for data turnover;
- b) The strategy for turnover of data to the State via a mutually agreed upon secure site;
- c) Identification of the Contractor's staff who will assist the State in its transition to the new enterprise care management system that is projected to be implemented by December 31, 2015;
- d) A test file process

The parties agree to meet prior to the Transition Period to assist with both the clarity of the deliverables and to test whether they are delivered in accordance with the term of this agreement.

5. By deleting Section IV Administrative Provisions beginning on page 8 of 45 of the base agreement, as previously amended, and substituting in lieu thereof the following:

The Contractor shall request and receive approval from the State in advance of distribution of any materials with clinical content. At the State's request, the Contractor shall be on site to meet with State staff, consultants, contractors, providers, and other State or Legislative officials, as reasonably required for the provision of services or the provision of Transition Services.

6. By deleting the Requirement, Standard and Report of #24 (Minimum staffing levels for both IVS and HRA services) of Attachment A (Scope of Work Appendix I Performance Standards and Operational Metrics: Intervention Services), beginning on page 17 of 45 of the base agreement, as previously amended, and substituting in lieu thereof the following:

Minimum Staffing Levels: The Contractor shall employ a Program Director, Clinical Manager, Clinical Practice Specialists, Social Workers, Clinical Informatics Manager, Health Intelligence Analyst, Clinical Pharmacist and Reporting Analyst, and contract with a part-time (.5) Medical Director. Contractor agrees to use reasonable efforts to fill staff vacancies. The State agrees staff vacancies may be filled with a combination of remote staff and/or APS resources in corporate offices outside of Vermont as is done within current operations.

- Clinical Practice Specialists are RNs, licensed in Vermont. They will provide telephonic care management and health coaching with the high risk, high cost Medicaid members. Caseloads will generally be 50 beneficiaries (per FTE) as determined by program need and population based efforts. In addition, one RN may carry a reduced case load in order to perform other duties aimed at maximizing member referrals and promoting the efficient use of program resources.
 - The Medical Director will focus efforts on staff development and education. In the event of a vacancy in the Medical Director position, the Contractor will meet the clinical needs of the program with other APS resources and adjust future monthly invoices to reflect a decrease of 25% of the Medical Director's monthly contract amount.
 - The Pharmacist will collaborate with the State and provider/pharmacy community to support adherence to evidence-based pharmacy treatment including use of appropriate therapeutic drug and dose, minimizing adverse events, and advising/recommending cost effective alternatives.
 - The Contractor shall provide organization charts reflecting onsite and offsite staff. Updates will be provided each month with the Monthly Report.
 - The Contractor shall not hire any individual who is excluded from participation in the Medicaid program by the United States Department of Health and Human Services Office of Inspector General as described at: <http://www.oig.hhs.gov/fraud/exclusions.html>.
7. By deleting the Standard of Requirement #6 (related to targeted mailings) of Appendix I (Performance Standards & Operational Metrics: Intervention Services) beginning on page 9 of 30 of Amendment 4, and inserting in lieu thereof:
- No more than two targeted mailings to members, as agreed upon with the State, will be distributed during the contract period.
8. By deleting the last sentence of Requirement #14 (easily-accessible database format) of Attachment A (Scope of Work Appendix I Performance Standards and Operational Metrics: Intervention Services), beginning on page 18 of 29 of Amendment 1, as previously amended, and inserting in lieu thereof:

New report creation and modification will be limited and implemented only as mutually agreed upon between the Contractor and the State.

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9. By deleting any and all references to Patient Health Registries (PHRs) and Patient Health Briefs (PHBs) of Attachment A (Scope of Work Appendix I Performance Standards and Operational Metrics: Intervention Services), beginning on page 8 of 20 of Amendment 3, as previously amended, and inserting in lieu thereof:

Patient Health Registries and Patient Health Briefs will not be available during the contract period. To the extent Patient Health Briefs can be generated from the C3 system with sufficient relevant information, the State is permitted to use them.

10. By adding #24 to Appendix I (Performance Standards & Operational Metrics: Intervention Services) beginning on page 16 of 30 of Amendment 4, the following:

#24 ICD-10. The parties agree that the Contractor will not update its systems for ICD-10 coding. The Contractor will continue to accept claims data with dates of service prior to 10/1/15 with ICD-9 coding for purposes of population identification and stratification. Members enrolled in the VCCI Program as of 10/1/15 will be managed (to closure or transitioned to the State) based on the most recent ICD-9 information available thru the end of the contract term.

11. By deleting Attachment B (Payment Provisions), beginning on page 25 of 45 of the base agreement, as previously amended, and substituting in lieu thereof the following Attachment B:

ATTACHMENT B PAYMENT PROVISIONS

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The Contractor will be paid for services specified in Attachment A, or services actually performed, up to the maximum allowable amount specified in this agreement. State of Vermont payment terms are Net 30-days from date of invoice, payments against this contract will comply with the State's payment terms. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this attachment. The following provisions specifying payments are:

The total maximum amount payable under this contract shall not exceed \$23,803,334. Contractor invoices for services shall be submitted monthly and shall include the description of work performed during the specified billing period, program details, any required reports for that time period, and the total amount billed. Contractor shall also submit data relating to its operational expenses on a quarterly basis.

Contract Year 8 (July 1, 2014 – June 30, 2015)

Payment for the Advanced Improvement Program and care management support for Contract Year 8 beginning July 1, 2014, and ending June 30 2015 shall be based on monthly invoices in the amount of \$220,054, totaling \$2,640,648 for Year 8. In the event work is completed under this contract these payments will be made for all months of Contract Year 8, including the Transition Period.

Contract Year 9 (July 1, 2015 – December 31, 2015)

Payment for the Advanced Improvement Program and care management support for Contract Year 9 beginning July 1, 2015, and ending December 31, 2015 shall be based on monthly invoices in the amount of \$220,054, totaling \$1,320,324 for Year 9. In the event work is completed under this

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contract these payments will be made for all months of Contract Year 9, including the Transition Period.

There shall be no Cost Savings goal or associated fees at risk for Contract Years 8 or 9.

The Contractor agrees to a withhold of up to fifteen percent (15%) of each monthly invoice amount for each of the last two months of the Contract Year 9 term, to demonstrate full compliance with all transition requirements outlined in Section 4, Transition Work.

The 15% withhold, or proportion thereof, will not be paid until after the end of the Contract Period, and only if the Contractor substantially complies with all transition requirements and provides all transition deliverables. In the event that the State reasonably determines that the Contractor has not substantially complied with all such transition requirements and transition deliverables, the State shall provide Contractor with a list of the specific items to be cured, and the parties shall discuss the matter in good faith. The State shall pay the withhold to the Contractor within thirty (30) days of Contractor's cure of all outstanding items to the reasonable satisfaction of the State. The parties understand and agree that the Contractor shall not be responsible for any delay or nonperformance caused by any act, omission or failure of cooperation of the State's new vendor relating to the transition deliverables, the transition requirements or the transition plan.

In the event that the State does not provide the Contractor with a written list of items to be cured on or before the end of the Contract Year 9 term, the State shall authorize release and pay the withhold within thirty (30) days of the end of such term.

Except for the 15% withhold referenced above, there are no performance penalties, liquidated damages, withholds or other financial sanctions due under this agreement, including prior years of this contract.

The State and the Contractor will work together to assure the completion of the work within the overall budget and the completion of the proposed activities as described in Attachment A and its appendices.

1. The Contractor will submit a monthly bill/invoice for services rendered under this contract along with evidence of work performed to:

DVHA Contract & Grant Administrator
Department of Vermont Health Access
312 Hurricane Lane, Suite 201
Williston, VT 05495-1201

2. The State will remit all payments electronically as specified by the Contractor. The Contractor's point of contact shall be:

Innovation Resource Group LLC
d/b/a APS Healthcare Midwest
Attn: Revenue Department
44 South Broadway, Suite 1200
White Plains, NY 10601-4411

This amendment consists of 6 pages. Except as modified by this amendment all provisions of this contract, (#11303) dated June 15, 2007 shall remain unchanged and in full force and effect.

STATE OF VERMONT**DEPARTMENT OF VERMONT HEALTH ACCESS****CONTRACTOR****APS HEALTHCARE**

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AHS/DVHA

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CONTRACTOR